

MANWELL & WES

ATTORNEYS AT LAW  
CITICORP CENTER

ONE SANSOME STREET  
14TH FLOOR

SAN FRANCISCO, CALIFORNIA 94104

RECORDATION NO.

FILED 1425

APR 25 1989 10 40 AM

INTERSTATE COMMERCE COMMISSION

TELECOPY

(415) 362-1010

TELEPHONE  
(415) 362-2375

April 24, 1989

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Division  
Washington, D.C. 20423

9-115A062

Dear Ms. McGee:

Enclosed please find, for filing and recordation pursuant to Section 11303 of Title 49 of the United States Code and the regulations promulgated thereunder, four duly executed copies of a Bill of Sale relating to certain railroad rolling stock as described herein, which should be included as part of the filing recorded on February 24, 1989 at 11:40 a.m., Recordation Number 16213 as the next available recordation number, being 16213-C.

I. Document: Bill of Sale dated as of April 10, 1989.

A. Parties: Buyer: IBJ Schroder Leasing Corporation  
Seller: The CIT Group/Equipment Financing Inc.

B. Addresses: Buyer: One State Street  
New York, New York 10004  
Attn: Gerard D. Cannie  
Vice President - Operations

Seller: 270 Park Avenue  
New York, New York 10017  
Attn: John J. Boyle  
Vice President

C. Equipment: Twenty-Five (25) 2300 cubic foot capacity  
100-ton open top hopper cars bearing road  
numbers KAIX 2030-2054.

A short summary of the document to appear in the Index is as follows:

Bill of Sale for twenty-five (25) 2300 cubic foot capacity 100-ton open top hopper cars, Road Numbers KAIX 2030-2054.

MANWELL & WES

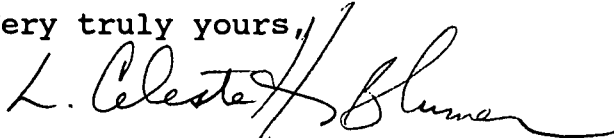
Ms. Noreta R. McGee  
April 24, 1989  
Page Two

Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Enclosed is a check of this firm in the amount of \$13.00 to cover the filing fees for these two documents.

The undersigned certifies that she is acting as special counsel to IBJ Schroder Leasing Corporation for purposes of this filing and that she has knowledge of the matters set forth in the above described documents.

Very truly yours,

A handwritten signature in cursive script, appearing to read "L. Celeste H. Blumer". The signature is written in dark ink and is positioned below the typed name.

L. Celeste H. Blumer

Enclosures  
LCHB:its

APR 25 1989 - 10 40 AM

Bill of Sale

INTERSTATE COMMERCE COMMISSION

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The CIT Group/Equipment Financing, Inc. (herein "Seller"), does hereby sell, grant, transfer and deliver free and clear of all liens, claims, obligations and encumbrances all its right, title and interest in and to the equipment further described below (herein the "Equipment") "as is, where is" unto IBJ Schroder Leasing Corporation (herein "Purchaser") and to its successors and assigns, to have and to hold said equipment forever.

<u>Description</u>	<u>Number of Cars</u>	<u>Car Markings</u>
2,300 Cubic Foot Capacity, 100 Ton, Open Top Hopper Cars, Built by Greenville Steel Car in 1970	25	KAIX 2030-2054

And Seller warrants that it is the absolute owner of the Equipment and does for itself, its successors and assigns covenant and agree with Purchaser, its successors and assigns, to warrant and defend the title to the Equipment against all and every person and persons whomsoever claiming or laying claim to the same, except for any defects in title or liens or encumbrances in or to the Equipment arising by reason of Purchaser's own acts.

SELLER MAKES NO OTHER WARRANTY OF REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE OR CONDITION OF, OR AS TO QUALITY OR ANY WARRANTY THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, REGULATION, SPECIFICATION OR CONTRACT WHICH PROVIDES FOR SPECIFIC MACHINERY, OPERATIONS OR SPECIAL METHODS, it being expressly understood that all such risks, as between Seller and Purchaser are to be borne by Purchaser.

IN WITNESS WHEREOF, we have set our hand and seal this  
10th day of April, 1989.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: [Signature]

Title: SVP

STATE OF New York )

COUNTY OF New York )

On this 10th day of April, 1989, before me personally  
appeared William Pardey, to me personally known, who, being by  
me duly sworn, says that he is Senior Vice President of The  
CIT Group/Equipment Financing, Inc., that said instrument was  
signed and sealed on behalf of said corporation by authority of  
its Board of Directors and he acknowledged that the execution of  
the foregoing instrument was the free act and deed of said  
corporation.

[Signature: Ira Finkelson]  
Notary Public

IRA FINKELSON  
Notary Public, State of New York  
No. 6297221  
Qualified in Westchester County  
Commission Expires May 31, 1990

My Commission Expires: \_\_\_\_\_

[Notarial Seal]